

STATE OF MICHIGAN
COURT OF APPEALS

PENINSULAR LEASING, INC.,

Plaintiff-Appellee,

v

ALLERT C. BISHOP,

Defendant-Appellant.

UNPUBLISHED

March 22, 2012

No. 302172

Kent Circuit Court

LC No. 09-012767-CK

Before: M. J. KELLY, P.J., and WILDER and SHAPIRO, JJ.

PER CURIAM.

In this suit for breach of contract, defendant Allert C. Bishop appeals as of right the trial court's order denying his motion for summary disposition and granting plaintiff Peninsular Leasing Inc.'s motion for summary disposition. Because we conclude the trial court properly granted summary disposition in favor of Peninsular Leasing's favor, we affirm.

This suit involves the breach of a settlement agreement between Peninsular Leasing and Bishop. Under the settlement agreement, Bishop could fulfill his obligation to pay Peninsular Leasing by transferring a 25 percent interest in Bishop's business, Equity Transportation, to "Peninsular or its assigns." Bishop argued that he could fulfill that provision by transferring the stock directly to David Fowler, who is the sole owner of Peninsular Leasing.

This Court reviews de novo a trial court's decision on a motion for summary disposition. *Barnard Mfg Co, Inc v Gates Performance Engineering, Inc*, 285 Mich App 362, 369; 775 NW2d 618 (2009). "In evaluating a motion for summary disposition brought under this subsection, a trial court is required to consider the affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties, MCR 2.116(G)(5), in the light most favorable to the party opposing the motion. Where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law." *Veenstra v Washtenaw Country Club*, 466 Mich 155, 164; 645 NW2d 643 (2002). "A genuine issue of material fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ." *West v Gen Motors Corp*, 469 Mich 177, 183; 665 NW2d 468 (2003). This Court also reviews de novo the proper interpretation of contracts, such as the settlement agreement at issue. *Reicher v SET Enterprises, Inc*, 283 Mich App 657, 663-664; 770 NW2d 902 (2009).

The settlement agreement plainly states that, if Bishop opts to satisfy his obligation to Peninsular Leasing with a transfer of stock, the stock must be transferred to “Peninsular or its assigns.” Because the language is capable of only one meaning, it is unambiguous. *Woodington v Shokoohi*, 288 Mich App 352, 373-374; 792 NW2d 63 (2010). Therefore, it must be enforced as written. *Holmes v Holmes*, 281 Mich App 575, 594; 760 NW2d 300 (2008). There is no record evidence that Peninsular Leasing designated Fowler as its assignee. Further, even though Fowler is the sole owner of Peninsular Leasing, this Court will respect its separate identity. See *Dep’t of Consumer Indus Servs v Shah*, 236 Mich App 381, 393; 600 NW2d 406 (1999). The trial court properly granted Peninsular Leasing’s motion for summary disposition because there was no genuine issue of material fact with respect to the terms of the settlement agreement.

Affirmed. As the prevailing party, Peninsular Leasing may tax its costs. MCR 7.219(A).

/s/ Michael J. Kelly
/s/ Kurtis T. Wilder
/s/ Douglas B. Shapiro